

HONORABLE TANA LIN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

HEATHER HULIT,

Plaintiff

v.

HARTFORD LIFE AND ACCIDENT  
INSURANCE COMPANY and AETNA  
LIFE INSURANCE COMPANY,

Defendants.

No. 2:23-cv-00461-TL

STIPULATION AND ~~PROPOSED~~ ORDER  
DECLARING PLAINTIFF'S RIGHTS TO  
BENEFITS AND DISMISSING ACTION

NOTED FOR: 09/15/2023

Plaintiff Heather Hulit and Defendants Hartford Life and Accident Insurance Company and Aetna Life Insurance Company, through their respective counsel, hereby stipulate as follows:

1. Amazon Corporate, LLC ("Amazon") employed Plaintiff.
2. Amazon provides long-term disability ("LTD") insurance to its employees under an ERISA-governed employee welfare benefit plan ("the Plan").
3. Plaintiff is a "participant," within the meaning of 29 U.S.C. § 1002(7), of the Plan.
4. Plaintiff is a "beneficiary," within the meaning of 29 U.S.C. § 1002(8), of the Plan.

- 1 5. Aetna Life Insurance Company (“Aetna”) issued an insurance policy to Amazon to fund  
2 and insure the Plan’s LTD benefits, Policy No. 866242-GIA (“the Policy”).
- 3 6. In 2017, Hartford Life and Accident Insurance Company (“Hartford”) purchased Aetna’s  
4 group life and disability insurance business. Hartford reinsured all liabilities arising under  
5 the terms of the Policy, and now administers claims arising under the Policy, including  
6 Plaintiff’s claim.
- 7 7. Plaintiff became disabled within the meaning of the Plan and/or Policy on or about  
8 February 29, 2016. Following a 180-day “Elimination Period,” Aetna began paying  
9 Plaintiff disability benefits effective August 27, 2016.
- 10 8. On or about August 9, 2022, Defendants terminated Plaintiff’s disability benefit claim and  
11 advised her it had determined she was not disabled within the meaning of the Plan.
- 12 9. Plaintiff appealed that benefit termination.
- 13 10. Defendants denied Plaintiff’s appeal on or about March 23, 2023.
- 14 11. Plaintiff thereafter commenced this civil action under the Employee Retirement Income  
15 Security Act (ERISA), 29 U.S.C. § 1001 *et seq.*, and specifically under 29 U.S.C. §  
16 1132(a)(1)(B). She sought, among other relief, a declaration that she has been  
17 continuously disabled within the meaning of the Plan since on or about August 9, 2022;  
18 that she has been eligible for and entitled to receive long-term disability benefits since that  
19 date; and an order that Defendants pay her the long-term disability benefits owing since  
20 that date, with prejudgment interest. She also sought an award of her attorney’s fees and  
21 costs in this action.
- 22 12. The parties now stipulate and agree that Aetna and Hartford have agreed not to dispute  
23 that Plaintiff has been and remains disabled within the meaning of the Plan since August  
24  
25  
26  
27

1 9, 2022. This stipulation does not affect Plaintiff's rights to future benefits under the  
2 terms of the Plan after entry of the subjacent Order, and Plaintiff must continue to meet  
3 the terms of the Plan in order to continue to receive long-term disability benefits.

4 13. Defendants have paid Plaintiff the long-term disability benefits due and owing her since  
5 August 9, 2022, together with prejudgment interest.

6 14. Defendants have paid Plaintiff's attorneys fees and costs incurred in this action.

7 15. The parties wish to resolve the claims presented by Plaintiff's civil action and to dismiss  
8 this action and all claims asserted herein.

9  
10 Based on the preceding Stipulation, the parties respectfully request that the Court enter  
11 the subjacent Order declaring Plaintiff's rights under the Plan and dismissing this action.

12  
13 DATED this 15th day of September 2023.

14  
15 LAW OFFICE OF MEL CRAWFORD

16  
17 By s/Mel Crawford  
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Attorney for Plaintiff

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21  
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Attorney for Defendants

**ORDER**

Based on the preceding Stipulation of the parties, the Court hereby Declares and Orders as follows:

The parties have agreed not to dispute that Plaintiff Heather Hult has been and remains disabled under the terms of Policy No. 866242-GIA and under the ERISA-governed employee benefit plan described above in Paragraph 2, since August 9, 2022, and eligible and entitled to receive long-term disability benefits under the Plan and the Policy since that date.

This action and all claims asserted herein are dismissed with prejudice.

IT IS SO ORDERED this 15th day of September, 2023.



Tana Lin  
United States District Judge